From: Gabrielle Smith <gabrielle@glglegal.com.au>
Subject: RE: NCVE shareholder agreement
Date: 15 May 2020 at 5:14:35 PM AEST

CONSTITUTION

The Constitution of the Company outlines the broad fundamental principles and operations of the company/community and the relationship between the various documents.

SHAREHOLDERS AGREEMENT

The Shareholders Agreement deals with the intricate dealings of the company with respect to how decisions are to be made, the powers of the directors and shareholders and the difference between rights of the shareholders.. Including how transfers of share s are to be effected, the determination for pricing, and how a dispute is to be raised and dealt with. Noncompliance with the shareholder's agreement amounts to a breach of same which triggers specific events, which may be discretionary to the other shareholders and or directors, dependant on the breach.

CONTRACT OF SALE/LEASE AGREEMENT

The Contract of Sale/Lease Agreement will be the first agreement entered into by the parties, and sets out the requirements for the purchase of the shares, execution of all various agreements relating to the community is required, without amendment and the specific governing covenants and by-laws are agreed to by the incoming shareholder/resident. Copies of all documents forming part of the structure of the intentional living community are contained within same so as to ensure the incoming residents are wholly aware of the requirements of them.

BY-LAWS/GOVERNING DOCUMENTS

Whilst contained within the Contract of Sale and also within the Shareholders Agreement, each document will also standalone as guidelines and bylaws, this creates flexibility for the parties to amend and expand upon same as the community expands and the interests of the parties develop.

Regards

Gabrielle Smith | Associate Solicitor

Level 10, 303 Coronation Drive, Milton Q 4064 | PO BOX 1209 Milton Qld 4064

P 07 3161 9555
E gabrielle@glglegal.com.au
www.glglegal.com.au

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20201103-NCVBL

NIGHTCAP RURAL LAND SHARING COMMUNITIES
NEIGHBOURHOOD MANAGEMENT STATEMENT

COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989
NEIGHBOURHOOD MANAGEMENT STATEMENT
NEIGHBOURHOOD ASSOCIATION D.P. NO._____

WARNING
THE TERMS OF THIS MANAGEMENT STATEMENT ARE BINDING UPON THE EXECUTIVE COMMITTEE, NEIGHBOURHOOD ASSOCIATION AND EACH PERSON WHO IS A COMMUNITY MEMBER, PROPRIETOR, LESSEE, OCCUPIER OR MORTGAGEE IN POSSESSION OF A DWELLING LOT WITHIN A NEIGHBOURHOOD SCHEME.

PART 1 BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Neighbourhood scheme and as such may only be amended or removed by a unanimous resolution of the Neighbourhood Association (see section 17(2) Community Land Management Act 1989).

1. AIMS AND OBJECTIVES

The Aim of NCV is to create:

- Interconnected communities of like minded individuals; where knowledge and resources are shared.
- A culture that honours and integrates with the heritage of the land.
- A healthy, safe environment, fostering mutual respect.
- An environment that supports the bio-diversity of the land, and encourages wildlife cohabitation.

Our Objective is to establish communities that collectively and socially allocate resources so as to positively support; nurture and grow in the interests of the community and environment. We encourage the ability to create sustainable food production, and other meaningful (i.e. educational, cultural, social, recreational and entertainment) activities that can be of economic and lifestyle value for the community.

Being mindful that some potential uses of the land, if not planned appropriately could impact other uses and users negatively, all requests to commence any activity are required to seek approval through the Neighbourhood Associations and Executive Committee, prior to commencement.

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PART 2 MANDATORY MATTERS

2. COMMUNITY ROAD NETWORK

2.1 Part of the Community Property shown on the concept plan has been set apart as road network. (See 'Nightcap Rural Land Sharing Communities Concept')

2.2 The control, management and responsibility for maintenance and repair of the Private Access Ways shall vest in the Executive Committee.

2.3 The Private Access Ways are available for use by:
(a) the community members, proprietors, lessees and occupiers of Lots and their invitees;
(b) the invitees of the Executive Committee;
(c) the servants and agents of Service Providers.

2.4 The following terms and conditions apply to the use of such land;
(a) plantings must not interfere with the carriageway, adjoining lots or Services;
(b) activities in such areas shall contribute to the safe run-off management and drainage along drainage easements;
(c) planting must comply with the provisions of the Bushfire Management Plan;
(d) the verges of private access ways that are contiguous with the boundaries of Neighbourhood allotments shall be maintained by the proprietors of such Lots.

2.5 A community member, proprietor, lessee or occupier of a Neighbourhood Lot must not drive any motor vehicle on the community road network:
(a) at a speed in excess of 60 kilometres per hour;
(b) if such person is not licensed to drive the vehicle on a public road in accordance with the laws of any Australian State or Territory; or
(c) which is excessively noisy or emits an excessive level of exhaust fumes.

2.6 A community member, proprietor, lessee or occupier of a Neighbourhood Lot shall not park or stand or permit to be parked or stood any vehicle, caravan, trailer or boat upon a Private Access Way;
(a) For a period longer than 48 hours except with the written approval of the Executive Committee; or
(b) In any manner that interferes with the use of the Private Access Way.

2.7 The Executive Committee shall ensure that that Private Access Ways shall be managed in accordance with the requirements of the NSW Rural Fire Service.

3. COMMUNITY PROPERTY

3.1 Community Property comprises all areas not allocated to a community members as part of their respective Neighbourhood Lot. Community Property may include, but are not limited to, community road network, community lots, community buildings, community spaces and community facilities.

3.2 The community members, proprietor, lessee or occupier of a Neighbourhood Lot must not except with the approval of the Executive Committee leave anything on or obstruct the use of Community Property.

3.3 The community members, proprietor, lessee or occupier of a Neighbourhood Lot must not damage community spaces/facilities including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property.

3.4 The community members, proprietor, lessee or occupier of a Neighbourhood Lot must not, except with the approval of the Executive Committee or pursuant to By-Laws in force in the Community Property, use for his or her own purposes any part of Community Property

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3.5 The proprietor, lessee or occupier of a Neighbourhood Lot must give notice to the Neighbourhood Association of any damage to or defect in Community Property immediately such person becomes aware of it.

4. CONSTRUCTION ON COMMUNITY PROPERTY

4.1 The community member, proprietor, lessee or occupier of a Neighbourhood Lot must not, except with the approval of the Executive Committee:
(a) construct any building or other structure including, without limitation, any fence, screen, pergola or awning on the Community Property.
(b) attach any item as a fixture or otherwise to Community Property;
(c) alter Community Property.

4.2 The proprietor of a lot may without the approval of the Neighbourhood Association construct a driveway within Community Property providing access to such allotment provided that the said construction is in accordance with plans and specifications approved by Tweed Shire Council.

4.3 Any construction, attachment or alteration permitted under the By-Law must, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor, lessee or occupier who carried out the construction, attachment or alteration was proprietor, lessee or occupier.

5. NO INAPPROPRIATE USE OR OBSTRUCTION

5.1 The Neighbourhood Association must provide a copy of all relevant guidelines, management plans and stamped plans referenced within the relevant Development Consent as to ensure the rights, responsibilities and expectations of the community, residents, associations and management are understood.

5.2 The community member/s, proprietor, lessee or occupier of a Neighbourhood Lot must not use anything on Community Property for any purpose other than that for which it was constructed or provided.

5.3 The proprietor, lessee or occupier of a Neighbourhood Lot must not obstruct lawful use of the Community Property by any person.

6. GARBAGE

6.1 The proprietor, lessee or occupier of a Neighbourhood Lot must keep any garbage bin on the Lot secure, hidden from view from the outside of the Lot and that it does not emit odours.

6.2 The proprietor, lessee or occupier of a Neighbourhood Lot must store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.

6.3 The proprietor, lessee or occupier of a Neighbourhood Lot shall ensure that all garbage and refuse is separated from recyclable material and organic waste and that all such materials are regularly removed from the Neighbourhood Lot.

6.4 To the extent that a community member, proprietor, lessee or occupier of a Neighbourhood Lot is responsible for garbage within Community Property, the community member, proprietor, lessee or occupier of a Neighbourhood Lot whom is responsible, is to ensure that all garbage and refuse is separated from recyclable material and organic waste and that all such materials are placed within appropriate refuse areas for collection and removal from the Community Property.

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7. SERVICES

7.1 Statutory Services comprising telecommunications service provided by Telstra are to be available to all lots within the Community Scheme.

7.2 Community services comprising sewer, water, electricity to community facilities/areas (as required) are to be provided (as appropriate) off-grid and contained within community property.

7.3 Statutory and community services within community property are the responsibility of the Executive Committee and will be maintained by the Service Providers (as appropriate).

7.4 Domestic Services comprising sewer, water, electricity are to be provided (as appropriate) off-grid and contained within dwelling lots by way of appropriate and lawful provision, please refer to the relevant community services reports and guidelines.

7.5 The proprietor, lessee or occupier of a Neighbourhood Lot shall not carry out any Works that interfere with a Essential Services or Community Services.

8. STATUTORY EASEMENTS

8.1 Statutory Easements are to be created pursuant to 36(1) of the Community Land Development Act 1989, for the benefit of all master lots within the Neighbourhood scheme protecting in perpetuity access and essential services.

9. INSURANCE

9.1 The association must forthwith effect insurance with an insurer approved by the Minister responsible for the administration of the Management Act in respect of any building or structure on Community Property against damage or destruction by fire, lightning, explosion or any other risk prescribed by the Community Land Management Regulation 2007 for an amount not less than the amount determined by the said regulations or in the event that no provision is made in the regulations for the value the value of the building or structure indicated by the last valuation obtained for the building or structure in accordance with Division 3 of the said Act.

9.2 The association must forthwith affect insurance with an insurer approved by the Minister responsible for the administration of Management Act:

(a) in respect of any event against which it is required by law to insure, including any insurance required to be effected under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998, and

(b) in respect of damage to property and in respect of death and bodily injury (including damage, death and bodily injury occurring on an open access way or a private access way) for which the association could become liable in damages, and

(c) against damages for which the association could become liable because of work done by a voluntary worker, and

(d) against accidental injury to, or accidental death of, a voluntary worker, and

(e) against the possibility of the members of the association becoming jointly liable under a claim arising out of any other event against which the association decides by special resolution to insure, and

(f) of any other prescribed class.

9.3 The Neighbourhood Association must renew the insurance policies annually and it shall review all insurance policies due to be renewed by the Association annually and consider the need for any additional insurance cover. Details of the current insurance must be made available for inspection by proprietors, lessees and occupiers of Lots and mortgagee in possession of Lots.

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9.4 The Neighbourhood Association shall immediately affect new insurance or vary or extend existing insurance if there is an increase in risk or a new risk to Community Property.

9.5 A community member, proprietor, lessee or occupier of a Neighbourhood Lot must not without the prior written consent of the Neighbourhood Association, do anything that may invalidate or suspend any insurance cover taken out by the Neighbourhood Association or increase the premium for any insurance policy benefiting the Neighbourhood Association.

9.6 No proprietor, lessee or occupier of a Neighbourhood Lot shall start fires when not permitted, nor start a fire without adequate means of extinguishing it, nor leave any fires unattended which may cause damage to manmade structures, flora or fauna. In the event that a community member, proprietor, lessee or occupier of a Neighbourhood Lot does so, and any damage occasioned thereby is not covered by an insurance policy affected by the Neighbourhood Association or otherwise, the person concerned shall be responsible for the damage and loss concerned to the proprietors, lessees and occupiers of other lots and the owners of adjoining properties.

10. EXECUTIVE COMMITTEE PROCEEDINGS

Constitution

10.1 The Executive Committee of the Neighbourhood Association must be established in accordance with division 2 of part 2 of the Management Act.

Management of Areas

10.2 The Executive Committee is responsible for the proper management, control and administration of the Community Property including the community road network.

10.3 The Executive Committee shall be responsible for the implementation and management of the Bush Fire Management Plan referred to in the By-Laws, and the Rehabilitation Management Plan referred to in the By-Laws.

10.4 The Executive Committee shall at its first meeting adopt the Rehabilitation Management Plan subject to the provisions of this management statement and the conditions of Development Consent it shall at least on one occasion every year review the Vegetation Management Plan and adopt such modifications thereto as it deems appropriate.

Notice Board

10.5 The Executive Committee may fix a notice board to some prominent part/s of the Community Property.

Meetings

10.6 The Executive Committee may, subject to By-Laws, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

10.7 The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than seven days immediately before the Executive Committee holds a meeting, display on the notice board:

(a) the notice of intention to hold the meeting; and

(b) the proposed agenda for the meeting.

Meeting Agenda

10.8 The agenda for a meeting must include details of all business to be dealt with at that meeting.

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10.9 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

10.10 Meetings must be held within a radius of 20 km from the Community Parcel.

Meeting at Request of Members

10.11 The Secretary or in his or her absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within the period of time specified in the request, or if no time is specified, within 14 days of the making of the request.

Decision Making

10.12 Decisions arising at a meeting of the Executive Committee are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.

10.13 If there is an equality of votes, a further meeting of the Executive Committee shall be convened within twenty-four hours and the same question shall be deliberated with the Chairperson having, in addition to his or her deliberative vote, a casting vote.

10.14 A quorum at a meeting of the Executive Committee shall be at least half of the members.

10.15 Consultation with all affected parties shall take place before decisions are made by the Executive Committee.

Out of Meeting Determinations

10.16 Where:

(a) By-Law 10.7 has been complied with in relation to a meeting;

(b) each member of the Executive Committee has been personally served with a copy of a motion for a proposed resolution to be submitted at the meeting; and

(c) the resolution has been approved in writing by a majority of members of the Executive Committee then the resolution will, subject to section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of community members and/or proprietor to attend Meetings

10.17 A community member and/or proprietor of a Lot or, where the community member or proprietor is a corporation the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

Minutes of Meetings

10.18 Minutes of meetings and records of decisions of the Executive Committee must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association;

10.19 Records of all proceedings of the Executive Committee shall be retained and made available for inspection by proprietors and occupiers of allotments and mortgagees in possession of Lots.

Notification of Minutes

10.20 If specific decisions are taken concerning the owner of occupier of a Neighbourhood Lot, they shall be notified directly in writing of those decisions.

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Functions of the Secretary

10.21 The Functions of the Secretary include:

(a) preparing and distributing minutes of meetings of the Neighbourhood Association and the Executive Committee;

(b) giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;

(c) maintaining the Neighbourhood Association roll;

(d) supplying certificates in accordance with clause 2 of schedule 4 to the Management Act;

(e) answering communications addressed to the Neighbourhood Association or the Executive Committee;

(f) convening meetings of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);

(g) performing administrative or secretarial functions on behalf of the Neighbourhood Association; and

(h) performing administrative or secretarial functions on behalf of the Executive Committee; and

(i) keeping records under part 3 of schedule 1 to the Management Act.

Functions of the Treasurer

10.22 The Functions of the Treasurer include:-

(a) the Functions set out in section 36 (1) and (2) of the Management Act;

(b) notifying proprietors of Lots of any contribution levied under the Management Act;

(c) receiving, acknowledging, banking and accounting for any money paid to the Neighbourhood Association;

(d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 of schedule 4 to the Management Act;

(e) keeping prescribed accounting records under clause 10 of schedule 1 to the Management Act;

(f) preparing financial statements under clause 11 of schedule 1 to the Management Act; and

(g) notifying proprietors of Lots of any contribution levied under the Management Statement and collecting such contribution.

Sub-Committees

10.23 The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

(a) conduct investigations;

(b) perform duties and functions on behalf of the Executive Committee; and

(c) report the findings of the sub-committee to the Executive Committee.

Remuneration

10.24 Members of the Executive Committee are entitled to:

(a) reimbursement of reasonable out of pocket expenses incurred by them in the performance of their duties; and

(b) such other sums as the Neighbourhood Association in an Annual General Meeting may from time to time determine in recognition of services performed by the person of the Association in the period since the last Annual General Meeting.

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Protection of Executive Committee members from Liability

10.25 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act in his or her capacity as a member of the Executive Committee except fraud or negligence on the part of that member.

Public Representation

10.26 No person or body shall make public representations on behalf of the Neighbourhood Association other than the Executive Committee or any person or body given due authority to do so by the Executive Committee.

Work in lieu of Levy

10.27 The Executive committee shall be entitled to waive all or part of any levy payable by any proprietor who has undertaken voluntary work, on Community Property or for the Neighbourhood Association.

Conflict resolution and arbitration processes

10.28 Conflict between community parties are to be attempted to be resolved under the guide of an Agreed Mediator/Arbitrator at the shared cost of the community members directly involved in the conflict. Ambiguity in 'communtiy members directly involved' can be determined at the discretion of the Executive Committee.

10.29 Unresolved instances of community conflict following by-law 29.1 may, at the written request of either party, be referred to Executive Committee proceedings for determination.

Dealing with community breaches

10.30 The reasonable determination of the Executive Committee as to whether or not there has been a breach of the provisions of the above by-laws, shall be respected by all residents of all lots. Any dispute not resolved shall be referred to the Community Committee whose decisions shall be binding on the residents of all lots.

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PART 4 OPTIONAL MATTERS

1. FIXING OF SIGNS

1.1 The proprietor, lessee or occupier of a Neighbourhood Lot must not, except with the approval of the Executive Committee, fix or place any sign, placard, banner, notice or advertisement:
(a) on the outside of any building on a Lot or any building containing a Lot;
(b) on any structure on a Lot;
(c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or
(d) on any open space area on a Lot.

Provided however that consent of the Executive Committee shall not be required in the case of "for sale" signs and signs showing the name and occupation of the owner, lessee or occupier of a Neighbourhood Lot provided that such signs shall be located within a Neighbourhood lot and shall not have an area greater than that of 2500cm^2.

2. WORKS

Permission for works needed

2.1 No Works may be carried out by the owner, lessee or occupier of a Neighbourhood Lot unless:
(a) approval (if required) has been granted by Council or any other Consent Authority; and
(b) any conditions imposed upon such approval have been complied with.

3. DRAINAGE

3.1 The Neighbourhood Association shall be responsible for the maintenance of all soakage run-off swales, defined overland flow paths and drains so as all surface water flowing onto Community Property and/or Neighbourhood Lots and all roof water from any buildings on such land shall flow into the existing natural drainage system.

3.2 The Neighbourhood Association shall be entitled to require the proprietors, lessees or occupiers of a Lot to take such steps as it considers necessary to maintain any soakage, run-off swales or defined flow paths and drains that are located upon any allotment.

4. SEWAGE MANAGEMENT

4.1 The proprietor, lessee or occupier of a Neighbourhood Lot must install with any dwelling on the Lot a waste management system on the Lot and the design of such sewage waste management system shall be in a form approved by Tweed Shire Council.

4.2 The proprietor, lessee or occupier of a Neighbourhood Lot must keep any waste management system on the Lot properly maintained and in good state of repair and kept, maintained and operated in accordance with the requirements and conditions that may be imposed by the Council from time to time.

4.3 The Neighbourhood Association, proprietor, lessee or occupier of a Neighbourhood Lot must ensure that any sewage disposal system is modified should the demand on that system increase.

5. RULES

5.1 Rules created pursuant to this by-law shall be binding on the proprietors, lessees and occupiers of Lots.

5.2 The proprietor, lessee or occupier of a Neighbourhood Lot must not create any noise on the Neighbourhood Parcel likely to interfere with the peaceful enjoyment of the owner or

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occupier of any other Neighbourhood Lot or any person lawfully using Neighbourhood Property.

5.3 The proprietor, lessee or occupier of a Neighbourhood Lot must take all reasonable steps to ensure that invitees of the owner, lessee or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner, lessee or occupier of another Neighbourhood Lot or any person lawfully using Neighbourhood Property.

6. NOXIOUS WEEDS AND ENVIRONMENTAL WEEDS

6.1 The Neighbourhood Association shall actively and continually reduce infestations of Noxious Weeds and Environmental Weeds on Neighbourhood Property in accordance with the Vegetation Management Plan.

6.2 The proprietor, lessee or occupier of a Neighbourhood Lot and the Neighbourhood Association in respect of Neighbourhood Property, shall actively and continually reduce infestations of Noxious Weeds and Environmental Weeds.

7. KEEPING OF ANIMALS

7.1 The proprietor, lessee or occupier of a Neighbourhood Lot must not keep any domestic or grazing animal on the Lot or on Neighbourhood Property without the prior approval of the Executive Committee.

7.2 Any animal kept by the proprietor, lessee or occupier of a Neighbourhood Lot must be confined within the particular Lot unless it is restrained by the owner or carer of the animal.

7.3 No Cats may be kept or permitted to remain on any Lot.

7.4 The keeping of dogs is not encouraged and will only be permitted by prior approval in accordance with by-law 17.1.

7.5 Owners of dogs that have a propensity to bark or crow and disturb the amenity of the proprietors, lessees or occupiers of other Lots shall take suitable steps to train the dog to stop or moderate its barking.

7.6 The proprietor, lessee or occupier of a Neighbourhood Lot keeping animals shall ensure that the welfare and health of such animal or animals is provided for and that there be adequate protection from escapement.

7.7 Notwithstanding any other provision hereof, a person with a disability within the meaning of the Disability Discrimination Act 1992 (C'wealth) shall be entitled to be accompanied by an Assistance Animal being used bona fide to assist the person.

7.8 Where a community member, proprietor, lessee or occupier of a Neighbourhood Lot or any person who is in the Neighbourhood Parcel with his or her consent (express or implied) brings or keeps an Animal on the Lot or any other part of the Neighbourhood Parcel the proprietor, lessee or occupier shall be:

(a) liable to the proprietors, lessees and occupiers of other Lots and all persons lawfully on the Parcel for any damage to or loss of property or injury to any person or other animal caused by the Animal provided that no liability shall exist for noise disturbance by authorised animals and;

(b) responsible for cleaning up after the Animal has used any part of another Lot or other part of the Neighbourhood Parcel whether or not there has been authorisation from the Executive Committee for such animal to remain on any Lot or Neighbourhood Property.

7.9 The Executive Committee may withdraw any approval given under By-Law 17.1 by notice in writing to the proprietor, lessee or occupier of any Lot and giving not less than twenty-one days in which to remove the animal from the Lot or Neighbourhood Property.

8. PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

8.1 A community member, proprietor, lessee or occupier of a Neighbourhood Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.

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8.2 If an Authorised Person does not comply with the By-Laws then the proprietor, lessee or occupier of a Neighbourhood Lot must withdraw the consent of the person to be on the Neighbourhood Parcel and request that person to leave the Neighbourhood Parcel.

8.3 If the By-Laws prohibit a community member, proprietor, lessee or occupier of a Neighbourhood Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

9. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO REMEDY

9.1 The Neighbourhood Association may do anything on a Lot which should have been done by the proprietor, lessee or occupier of a Neighbourhood Lot under the By-Laws but which has not been done or not been done properly.

9.2 If the Neighbourhood Association exercises its right under By-Law 19.1, then for as long as it is necessary and at the cost of the proprietor, lessee or occupier of the Lot, the Neighbourhood Association and persons authorised by it may enter the Lot and remain there.

9.3 The Neighbourhood Association may enter and remain on a Lot under By-Law 19.2 only after the date specified in a notice given to the proprietor, lessee or occupier of the Lot by the Neighbourhood Association stating its intention to so enter.

10. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

10.1 The Neighbourhood Association may recover any money owing to it under the By-Laws as a debt.

11. BUSHFIRE MANAGEMENT

11.1 For the purposes of By-law 10.3 the Executive Committee shall be responsible for the implementation of the requirements of the NSW Rural Fire Service imposed pursuant to Section 100B of the Rural Fires Act 1997

11.2 The Executive Committee shall ensure that the owner or occupier of any Lot having the benefit of an asset protection zone be responsible for the implementation and management of an asset protection zone where an asset protection zone extends from one Neighbourhood Lot onto an adjacent Neighbourhood Lot or Neighbourhood Property and shall ensure that such area be maintained in accordance with section 4.1.3 and appendix 5 of "Planning for Bushfire Protection 2006" and the NSW Rural Fire Services document "Standards for Asset Protection Zones."

11.3 The proprietors of Neighbourhood Lots shall be responsible for the implementation of the Bushfire Management Plan to the extent that it applies to such Neighbourhood Lots.

12. REHABILITATION MANAGEMENT PLAN

12.1 For the purposes of By-Law 10.3 the Executive Committee shall be responsible for the implementation and management of a Rehabilitation Management Plan provided that the proprietors of Neighbourhood Lots shall be responsible for the implementation of the Rehabilitation Management Plan to the extent that it applies to such Neighbourhood Lots.

13. PRIVATE SERVICES

13.1 Private Services comprising Service Lines for the provision of services connecting Lots to the central infrastructure will be available to all lots within the Neighbourhood Scheme (as available).

13.2 Private Services on Community Property will be maintained by the Neighbourhood Association.

13.3 Private Services on Neighbourhood Lots shall be maintained by the proprietors of such lots.

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13.4 The community member, proprietor, lessee or occupier of a Neighbourhood Lot shall not carry out any Works that interfere with a Service Line or otherwise prevent access to or overload or damage any Service Line.

14. ENVIRONMENT

14.1 The flora and fauna are to be observed and enjoyed at all times and in such manner as will preserve the environment with full recognition of the environmental sensitivity of the area.

14.2 A resident shall obtain permission of the Executive Committee before cutting down, lopping, ring barking or otherwise damaging, destroying or removing from the Land any native flora or any tree. This does not circumvent any Council or Legislative approval processes in relation to vegetation removal.

15. BUILDING DESIGN

15.1 Dwelling design is to comply with the Design Guidelines endorsed through the Development Consent as provided to community members upon registration.

15.2 Dwellings are to be contained within Neighbourhood plots and developable areas.

15.3 Each owner shall ensure that on the construction of a dwelling, a rainwater tank for the supply of potable water is installed.

15.4 Notwithstanding the above all requirements of Council and Australian Building Codes must be followed unless otherwise approved by Council through relevant approval processes.

16. GENERAL PROVISIONS NOT ELSEWHERE REFLECTED

16.1 The community member, proprietor, lessee or occupier of a Neighbourhood Lot shall not upon a Neighbourhood Lot or the Community Property create any noise and/or behaviour likely to interfere with the peaceful enjoyment of the resident of another lot or any person lawfully using common property.

16.2 The community member, proprietor, lessee or occupier of a Neighbourhood Lot shall take all reasonable steps to ensure that his or her invitees behave in a manner not likely to interfere with the peaceful enjoyment of the residents of another lot or of any person lawfully using common property, nor to cause or contribute to any breach of these by-laws

16.3 The community member, proprietor, lessee or occupier of a Neighbourhood Lot shall take all reasonable steps to ensure that his or her children or children of invitees behave in a manner not likely to interfere with the peaceful enjoyment of the resident of another lot or of any person lawfully using the common property, nor to cause or contribute to any breach of these by-laws.

16.4 The community member, proprietor, lessee or occupier of a Neighbourhood Lot shall not use the Land for any purpose that may be illegal or injurious to the reputation of the village.

16.5 No chemicals or poisons containing 25T or 24D or anything similar or any derivative or compounds shall be sprayed, used, stored or otherwise kept on the land.

16.6 The community member, proprietor, lessee or occupier of a Neighbourhood Lot shall abide with community directions from the Executive Committee regarding the eradication of noxious weeds and minimisation of fire risks.

16.7 In recognition of the Neighbourhood Management Statement Aims and Objectives, and in particular by-law, no building approval will be given to any plan for/or construction and/or alterations specifically requiring the application of those chemicals referred to in by-law 26.5. Where there has been a deemed contravention of by-law 26.5, the Executive Committee at the defaulting owner's cost, is to conduct the appropriate testing of the site to assess the damage caused and recommend the appropriate action to be taken by the owner at fault with respect to same.

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16.8 The community member, proprietor, lessee or occupier of a Neighbourhood Lot shall submit, for approval of the Executive Committee, detailed proposals for the conduct of any business from any lot within the Neighbourhood Plan. This does not circumvent any Council or Legislative approval processes in relation to land use approvals.

PART 5 BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

This part may specify By-Laws made at the request of a public authority. These ByLaws may provide that amendments may not be made without the consent of the public authority. For further details see Sch.4, cl.4 of the Development Act.

PART 6 DEFINITIONS, INTERPRETATION AND GENERAL

17. TERMS

17.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"Annual General Meeting" means an annual general meeting of the Neighbourhood Association other than the First Annual General Meeting.

"Assistance Animal" means an animal referred to in section 9 of the Disability Discrimination Act 1992 (C'wealth).

"Association" means the Neighbourhood Association.

"Association Property" means in relation to the Neighbourhood Scheme the Community Property in the Scheme.

"Authorised Person" means a person within the Community with the consent express or implied of a community member, proprietor or occupier of a Neighbourhood Lot, the Neighbourhood Association or a subsidiary body.

"**Building Modification"** means any modification, addition, alteration made on or to an existing building or structure.

"Bushfire Management Plan" means the requirements of the Bushfire Safety Authority pursuant to section 100B of the Rural Fires Act 1997.

"By-Law" means a By-Law included in the Neighbourhood Management Statement.

"Community" means the community of persons living or having the right to live on the land.

"Community Member" are those persons who signed the application for registration of the community and became members by operation of this Neighbourhood Management Statement

"Community Property" means all land not identified as Neighbourhood Lots in any Neighbourhood Plan which comprises the balance area of the Land.

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"Concept Plan" means the Nightcap Rural Land Sharing Communities Concept prepared by Planit Consulting dated 27/11/2020 or as subsequently amended and referenced within relevant Council consent.

"Council" means the Council of the Shire of Tweed.

"Development Act" means the Community Land Development Act 1989 and regulations made under it.

"Development Consent" means the relevant Notice of Determination or as subsequently amended by Tweed Shire Council.

"Environmental Weeds" means a plant species identified as an environmental weed in the Tweed Vegetation Management Strategy 2004 or any other plant species identified and declared as an environmental weed by Tweed Shire Council or NSW Government.

"Executive Committee" means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

"Function" includes a power, authority and duty.

"General Meeting" means:
(a) an annual general meeting; or
(b) a special general meeting of the Neighbourhood Association.

"Land" means the land on which the community is situated.

"Landscape Modification" means any modification, addition or alteration made on or to an existing landscaped area on Community Property or Neighbourhood Lots.

"Lot" means a dwelling Lot.

"Management Act" means the Community Land Management Act 1989 and regulations made under it.

"Management Statement" means the statement registered with the Neighbourhood Plan as from time to time added to modified or amended in accordance with the Community Titles Legislation.

"Managing Agent" means an agent appointed under section 50 of the Management Act.

"Natural Systems" means the soil, water, air fauna and flora in relation to the land.

"Neighbourhood Association" means the corporation that;
(a) is constituted by section 25 of the Development Act or the registration of the Neighbourhood Plan; and
(b) is established as a neighbourhood association by section 7 of the Management Act.

"Neighbourhood Lot" means land that is a lot in a Neighbourhood Plan but is not Community Property, a public reserve or a drainage reserve. Neighbourhood lots comprise

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the extent of land for private use by respective community member, proprietor, lessee or occupiers.

"Neighbourhood Plan" means a plan for the subdivision of land into 2 or more lots for separate occupation or disposition and 1 other lot that is community property which is not a Strata Plan which subdivides a Neighbourhood Lot.

"Neighbourhood Scheme" means:
(a) the subdivision of land by a Neighbourhood Plan;
(b) the proposals in any related Development Contract; and
(c) the rights, conferred, and the obligations implied, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Community Property and the proprietors and other persons having interests in, or occupying Neighbourhood Lots.

"New Construction" means building work that is intended to be carried out on:
(a) a Neighbourhood Lot or
(b) Community Property.

"Noxious Weeds" means a Weed specified in schedule 3 of the Biosecurity Regulation 2017 or a plant that is the subject of a control order under part 6 of the Biosecurity Act 2015 or a plant specified as a pest by the Biosecurity Act 2015 (C'wealth).

"Community Road Network" means the community and private access way set apart under section 46 of the Development Act.

"Private Service" means a service running through or servicing Neighbourhood Lots on the land including private connection to community or trunk services located within community property.

"Secretary" means the secretary of the Neighbourhood Association.

"Service" means a Statutory Service or a Private Service.

"Service Line" means a pipe, wire, cable, duct, conduit or pole by means of which a service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

"Service Provider" means, without limitation, Essential Energy, Telstra, Tweed Shire Council and any authorities or corporations assuming their Functions.

"Sinking Fund" means the sinking fund referred to in Section 12 Part 4 of Schedule 1 of the Management Act.

"Statutory Service" means a service running through or servicing Lots, Community Property or Neighbourhood Lots provided by a Service Provider.

"Treasurer" means the treasurer of the Neighbourhood Association.

"Rehabilitation Management Plan" means the Rehabilitation Management Action Plan prepared by Planit Consulting referred to in By-Law 22.

"Works" means:

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(a) the erection of a New Construction;
(b) a Building Modification; and
(c) a Landscape Modification.

17.2 In the By-Laws unless the contrary intention appears;
(a) a reference to an instrument includes any variation or replacement of it;
(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
(c) the singular includes the plural and vice versa;
(d) the word "person" includes a firm, a body corporate, an association or an authority;
(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns; and
(f) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later.

17.3 Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

17.4 If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

17.5 The Neighbourhood Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

17.6 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.

17.7 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subjects of that authority, institute, association, body or officer.

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APPENDIX A

NightCap Village Cultural/Tribal By-Laws (DRAFT)

Collective strength comes through clarity of shared purpose, sustained through an organizational structure that is explicit while having supportive mechanisms to ensure its sustainability. That is, it is backed up by social pressure for individuals to participate and to carry out their agreed tasks, with clear lines of responsibility and areas of authority. It is a choice to join, or to leave, but within that there needs to be real community boundaries that limit the scope of diversity.(1)

Premise.

The principles for the use of NCV are to create an interconnected community of like-minded individuals; where knowledge and resources are shared.

A culture that honours and integrates with the heritage of the land.

A healthy, safe environment, fostering mutual respect.

Supporting the bio-diversity of the land and interconnection with the Minjungbul Tribe by respecting their "caring for country" basis of existence on the land based upon their lore, and encouraging wildlife cohabitation.

Our objective is to allocate resources so as to positively support access for social interaction, the ability to create sustainable food production, and other meaningful activities that can be of economic and social value for the community. Being mindful that some potential uses of the land, if not planned appropriately could impact other uses and users negatively, all requests to commence any activity are to be led by a requirement to seek approval, prior to commencement, in accord with the Community Management Statement.(CMS)

The purpose of the CMS is to clearly define the expectations for all those living and working in our purposeful, harmonious and resilient village.

For the purpose of interpretation of the CMS, the following applies.

Community member shall be a holder of a lot, or occupier/resident of a lot.

Manager shall be an appointee of the Community Committee (CC). The CC MUST include a male and a female from the Originals and all decisions thereof must be in step with the principal of "Do No Harm".

COMMUNITY SPACES have been set aside in recognition of the numerous Minjungbul Tribes' sacred places, where access is limited to specific people and times as per the schedule (to be provided). Other areas are set aside for their specific environmental, social and or spiritual value, the ecosystems that combine to make NCV so special and unique.

Fostering best use in terms of biodiversity and connection with the land requires that all members of the community and their invitees do no damage.

The lots contained in the Titles Plan and the common property contained therein shall at all times be used, managed and controlled so as to support the principles stated above.

(1) Planning and Designing an Intentional Community. Peter Cock.

No use or activity upon any lot or upon the common property shall be performed or conducted contrary to the following stated principles.

(1) the flora and fauna are to be observed and enjoyed at all times and in such manner as will preserve the environment with full recognition of the environmental sensitivity of the area and encouragement to original species above exotic ones.

(2) a community member shall co-operate with the overall property policy and design in relation to general landscape, forestry, agriculture and aquaculture.

(3) no community member shall do or permit to be done or omitted, any act that might obstruct or tend to disrupt access to the common property or the surrounding area by any persons that are Shareholders/land holders or their guests.

(4) a resident must obtain permission of the Manager (where necessary in consultation with local Fire Fighting authorities and the Tribe) for the lighting of fires on his or her lot or the common property.

(5) A resident shall not upon a lot or the common property create any noise and/or behaviour likely to interfere with the peaceful enjoyment of the resident of another lot or any person lawfully using common property.

(6) A resident shall take all reasonable steps to ensure that his or her invitees behave in a manner not likely to interfere with the peaceful enjoyment of the residents of another lot or of any person lawfully using common property, nor to cause or contribute to any breach of these by-laws.

(7) a resident shall not invite a person who has been barred from entering the Estate onto the Estate. (the Estate being the whole of the land area the subject of the development).

(8) A resident shall take all reasonable steps to ensure that his or her children or children of invitees behave in a manner not likely to interfere with the peaceful enjoyment of the resident of another lot or of any person lawfully using the common property, nor to cause or contribute to any breach of these by-laws.

(9) A resident shall endeavour to avoid parking or standing any motor vehicle or other vehicle upon common property in such a manner as to impede or prevent ready access to the Land by other members. Nor shall any person drive or cause to be driven a motor vehicle within or upon the common property at a speed in excess of 50 kilometres per hour.

(10) Any motor or other vehicle driven upon a lot or common area shall comply with the Traffic Act or other statute in that it must be in a roadworthy condition, the driver to be duly licensed and have the vehicle duly registered or be the holder of an exception for the proposes of the use of a motorized vehicle upon the Estate.

(11) No resident shall deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the resident of another lot or of any person lawfully using common property. The community member shall obtain permission of the Manager for the use of an undesirable chemical as provided in the list of such chemicals provided by the Corporation from time to time.

(12) A resident shall use his or her best endeavour to respect and preserve now, and at all times in the future, the principles for use or activity over a lot or common property. Any act or

omission done or omitted to be done in contravention of the principles in this statement shall constitute a breach of these by-laws.

(13) A resident shall obtain permission of the Manager before cutting down, lopping, ring barking or otherwise damaging, destroying or removing from the Land any native flora or any tree.

(14) In accordance with the principles of use, a resident may, with the consent of the committee keep certain domestic animals or fowl on a lot or the common property.

To that end, the keeping of cats and dogs is not encouraged, however Assistance dogs are permitted; residents must ensure that the provisions of this by-law are strictly adhered to by both a resident, and any invitees to a lot or common property.

(15) A resident shall not use his or her lot for any purpose that may be illegal or injurious to the reputation of the village.

(16) No chemicals or poisons containing 25T or 24D or anything similar or any derivative or compounds shall be sprayed, used, stored or otherwise kept on the land. This includes, but is not limited to, such chemicals as DDT, Round-up etc.

(17) A residents shall abide by the Community policy, which may issue from time to time, a request regarding the eradication of noxious weeds and minimisation of fire risks.

(18) All construction and excavation must obtain approval prior to commencement. The requirements of Council and Australian Building Codes must be followed, and safety cannot be dismissed and or disregarded. In addition, certain covenants about what is deemed 'acceptable' to blend with the eco-friendly environment we are creating will be made very clear. The objective, as we move onto this pristine environment, is that no one looks out upon someone else's mess.

In recognition of the above principles, and in particular by-law (16), no building approval will be given to any plan for/or construction and/or alterations specifically requiring the application of those chemicals referred to in by-law (16). Where there has been a deemed contravention of by-law (16), the Committee at the defaulting owner's cost, is to conduct the appropriate testing of the site to assess the damage caused and recommend the appropriate action to be taken by the owner at fault with respect to same. All remediation costs are to be borne by the offender.

As already alluded to, safety is not negotiable. Best practices must be utilised at all times in respect of sanitation, construction and the like. NCV will have an appointed member to assist in this regard, so we would encourage you to make the most of their experience in these critical areas.

Each owner shall ensure that on the construction of a dwelling, a rainwater tank for the supply of potable water is installed.

(19) In recognition of the above principles and for the protection of the interests of all residents, each resident shall submit for approval by the Committee, detailed proposals for the conduct of any business from any lot within the village title plan.

(20) The community meeting places are available for the benefit of residents. Usage for external events must be approved by the committee and demonstrate benefit to the residents and or the Minjungbul Tribe.

(21) An Owner has the right to make their property available for others to enjoy (EG: public gatherings, etc..), provided that they do so via the Community Manager.

DEALING WITH COMMUNITY BREACHES
The reasonable determination of the Manager as to whether or not there has been a breach of the provisions of the above by-laws, shall be respected by all residents of all lots. Any dispute not resolved shall be referred to the Community Committee whose decisions shall be binding on the residents of all lots.

CHANGING COMMUNITY MANAGEMENT STATEMENT BY-LAWs
The community corporation can change existing by-laws or create new ones for the better enjoyment or management of the village as and when necessary or needed.

The community corporation must decide by special resolution at a general meeting to make or change the CMS.

In respect of any such change, a vote greater than 30% against the amendment defeats the proposed amendment.

CONFLICT RESOLUTION AND ARBITRATION PROCESSES
Friendly, non-violent and respectful conduct should be a given. How differences of opinion are dealt with is paramount for the functioning of a harmonious community.

If differences can't be resolved between the parties involved, then the path of mediation will be to use the services of an Agreed Mediator/Arbitrator to ensure that conflicts are given the best chance to be resolved. Where appropriate, a Minjungbul Tribal Elder will also attend.

DEALING WITH BY-LAW BREACHES
If a community member is said or seen to be in breach of a by-law, the breach will be discussed by the Committee. If it is the reasonable determination of the Committee that a by-law has been breached, by a majority vote of the Committee, then for the purposes of these Bi-laws, such is deemed to be a “breach”.

Once a Breach has been determined by the Committee to have occurred, then the Committee will delegate their responsibility for issuing of notices to comply, etc, to the Community Manager. A Notice will then be issued by the Manager and a time for compliance given prior to any further action can be taken to enforce the by-laws.

The Manager will, in the first instance, contact the Community Member to advise of the Breach, and seek to or demand that they stop the conduct or remedy the circumstance that generated/caused the Breach.
If the breach continues, the Manager can serve a 'Notice to Comply with a By-Law' to the person who is breaching it. This notice advises the community member of the breach and asks for the conduct to cease immediately and where appropriate that remedial action be taken to remedy the Breach and its’ effects. The notice can be by way of a letter or email, and must include the details of the by-law that has allegedly been breached, the date of the determination of the Breach and a time period for compliance.

PENALTIES AND FINES

The Community Corporation may apply to the NSW Civil and Administrative Tribunal if a Notice to comply has been issued and the conduct continues. If the Tribunal is satisfied that there has been a breach of a By-Law and the Notice was given validly, they can issue a penalty of up to $1,100.

If the Tribunal has already fined the member (owner of occupier) within the last 12 months for a beach of the same by-law, the penalty imposed by the Tribunal can double to a maximum of $2,200. In this case, the Manager does not have to issue another Notice to comply before applying to the Tribunal to impose the fine.

All matters are to be adjudged in accord with the Minjungul Tribes' Lore of "Do no harm to Earth, Environment or others.".